

Prepared by: Infrastructure Design Group, Inc.
3241 E. Bison Trail
Sioux Falls, SD 57108
(605) 271-5527

RIGHT OF WAY PURCHASE AGREEMENT

THIS AGREEMENT for highway Right-of-Way is granted this ____ day of _____, 2022, by Casey's Retail Company, PO Box 3001, Ankeny, Iowa 50021, GRANTOR, does hereby enter into this Purchase Agreement with the City of Harrisburg, 301 East Willow Street, Harrisburg, SD 57032, hereinafter referred to as CITY or GRANTEE, witnesseth:

WHEREAS, the CITY contemplates the construction, operation, and maintenance of a city roadway, as described by proper Agreement on file at the City of Harrisburg and described as Cliff Avenue and Willow Street Improvements, and,

WHEREAS a portion of the Right-of-Way for such project is located over and across the Real property owned by GRANTOR and is legally described as

TRACT 5 OF GREEN MEADOWS ADDITION TO THE CITY OF HARRISBURG, LINCOLN COUNTY, SOUTH DAKOTA

WHEREAS the total area of Right-of-Way being conveyed by GRANTOR to the CITY equals 1,174 square feet, more or less, as described as *Lot H1* in Tract 5 of Green Meadows Addition to the City of Harrisburg, South Dakota, and as further identified in the attached exhibit, Plat of Lot H1; and,

WHEREAS the GRANTOR have this date executed and delivered a Deed conveying the above-described real property to the CITY for a total consideration as follows:

For land conveyed as Right-of-Way described as Lot H1 as referred to herein: **1,174 square feet for a total compensation of One Dollar (\$1.00).**

NOW, THEREFORE, it is expressly covenanted, agreed, and understood by the parties hereto, as follows:

- (1) This AGREEMENT, shall be in full force and effect until such property is abandoned by proper action of CITY; and
- (2) That the following special agreements and conditions are mutually agreed upon by and between the parties hereto are made a binding part of this agreement:

(a) The CITY will be responsible for the seeding of disturbed areas.

(b) The CITY's contractor will construct a new shared access on CITY owned neighboring property to the west to allow GRANTOR's property to use and maintain full access from Willow Street. The access will be constructed as shown on Plan Sheet G.01 attached to and made part of this agreement. GRANTOR will incur no costs.

(3) That said foregoing special agreement and considerations are binding upon said GRANTEE only when approved by the CITY and in the event that said consideration or special agreements are not approved, this agreement is null and void and any deed and all other accompanying documents are canceled and of no force or effect; and

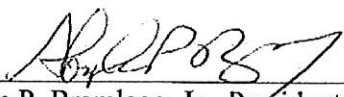
(4) That the GRANTOR, by deliverance herewith of the properly executed deed conveying the above described property to the CITY and upon receipt of payment of the above amount by the GRANTOR from the CITY, or its agent, less any deductions necessary to satisfy any liens or encumbrances necessary to guarantee a good and sufficient title to the CITY, the CITY shall be released from any claims or damages accruing or alleging to accrue to the adjacent property of the GRANTOR, their heirs, successors and assigns, by virtue of the construction, operation, and maintenance of said city roadway; and

(5) That GRANTOR, their heirs, successors, and assigns, shall not interfere with or disturb any of such above-described property, or portion thereof, without express approval of the CITY or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the CITY or its duly authorized representative. The CITY shall have the right of ingress and egress to enter upon abutting property when necessary to maintain drainage structures until the Right-of-Way is no longer for highway purposes.

(6) The GRANTOR grants permission to the CITY to enter upon the above-described property to commence construction upon approval of this agreement with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the CITY and voucher processed for payment.

IN WITNESS WHEREOF the GRANTOR(s) have executed this Agreement as of the day and year first above written.

CASEYS RETAIL COMPANY



Steven P. Bramlage, Jr., President

City of Harrisburg

By _____

Attest _____

This Instrument Prepared By:
Nathan S. Schoen
Cutler Law Firm, LLP
PO Box 1400
Sioux Falls, SD 57101-1400
(605) 335-4950

QUITCLAIM DEED

CASEY'S RETAIL COMPANY, with an address of PO Box 3001, Ankeny, IA 50021, the grantor, for and in consideration of and the sum of One Dollar (\$1.00) and other good and valuable consideration, GRANTS and CONVEYS TO: The **CITY OF HARRISBURG**, a municipal corporation, the grantee, of PO Box 26, Harrisburg, South Dakota 57032, the following described real estate in the County of Lincoln in the State of South Dakota:

Lot H1 in Tract 5 of Green Meadows Addition to the City of Harrisburg, South Dakota:

Transfer Tax: Exempt SDCL 43-4-22(2)

Dated this 21st day of February, 2022

Casey's Retail Company

By: 

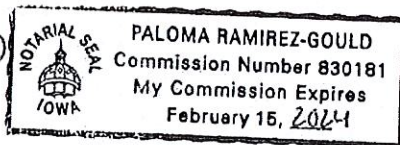
Its: President

STATE OF IOWA)
 : SS
COUNTY OF POLK)

On this the 21st day of February 2022, before me the undersigned officer, personally appeared Stephen P. Bramlage who acknowledged himself/herself to be the President of Casey's Retail Company, and that he/she, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Casey's Retail Company by himself/herself as President of Casey's Retail Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Paloma Ramirez-Gould
Notary Public -
My commission expires: February 15, 2024